



RETAILER BUSINESS RULES
TRADE UP To DISH Promotion
Effective: August 1, 2001 through September 30, 2001

Program Overview:

DirecTV subscribers can provide a DISH Network retailer with their DirecTV equipment and a recent bill (or credit card statement that verifies DirecTV subscription) and receive a DishPVR 501 system for \$199 (a \$399 value) and 12 monthly credits of \$21.99 (a \$263.88 value) by subscribing to AT100/DISH Latino Dos or AT150 for 12 consecutive months. The new customer can also purchase a second receiver at the price of \$99 for a 2800 or \$149 for a DishPro 301. A free professional installation of both one and two-receiver systems is included.

TRADE UP to DISH CARA Agreement:

The TRADE UP To DISH Agreement is an agreement that must be executed by retailers and distributors prior to the creation of any TRADE UP To DISH claims. Retailers that purchase from an authorized Echostar distributor may not be required to execute this agreement, however, the terms and conditions of this agreement may be contained in the Echostar non-commissionable retailer agreement.

Promotion Code:

Retailers must provide the promotion code of RTDUP at the time of account activation.
 The promo code must be provided at the time of activation to be eligible for future \$21.99 credits.

Eligible Equipment:

DishPVR 501 as the primary satellite receiver, and DishPro 301 or Model 2800 as optional secondary receivers.

How the Promotion Works:

The new customer pays half-price for the DishPVR 501 satellite receiver (\$199) and activates the new account with AT100/DISH Latino Dos or AT150, and begins receiving a monthly credit of \$21.99 on their DISH Network account for a maximum of twelve consecutive months. If the account is disconnected or if the customer downgrades programming below AT100 or DISH Latino Dos at any time during the first year, they become disqualified from receiving future monthly credits.

Special Instructions to the Retailer:

The retailer will collect all of the customer's DirecTV equipment at the time of activation along with a DirecTV bill with the customer's name on it dated within 90 days from the date of activation (if this is not available, a credit card statement that verifies DirecTV subscription within the previous 90 days with the customer's name on it will suffice). All equipment, the executed claim form, and a previous bill (or credit card statement) will be shipped to DISH Network at the address provided below. **The retailer must write the claim number on the top line of the shipping label container before shipping.**

If the retailer purchases product from a distributor, the equipment, executed claim form, and DirecTV bill (or credit card statement) must be sent to the distributor for processing.

• **501 Equipment Reimbursement:**

\$200 payment to the retailer for the activation (with qualified programming) and installation of a DishPVR 501, as a primary receiver, within the promotional period for a new DISH Network customer participating in the TRADE UP To DISH Promotion, **paid by DISH Network.**

Charge Back Rule:

Equipment Reimbursement payments will be reclaimed on DISH Network accounts for which the first billing statement for qualified programming has not been paid in full.

Activation payments on secondary receivers will be reclaimed if the customer does not remain active with programming for 230 consecutive days from the date of initial activation. Additionally, FPI and Flex payments will be reclaimed if DISH Network Service Corporation is engaged to perform the installation free of charge without the prior purchase of a Professional Installation Certificate (PIC) by the retailer. For the purposes of this promotion, a PIC can only be used for a one-receiver activation.

Monthly Fee:

Customer must subscribe to a minimum monthly programming package of America's Top 100CD or DISH Latino Dos (\$30.99 per month) to receive the twelve monthly credits of \$21.99 on their DISH Network account. To receive account credits for the maximum benefit of 12 months, the customer must not disconnect or downgrade from qualified programming. If the customer does disconnect or downgrade from qualified programming, they automatically forfeit any future credits that they did not receive.

Qualification Process:

There is no credit card qualification requirement. Customer must be a first-time residential subscriber.

Additional Receivers:

Customers can purchase additional receivers (more than two) if they wish but this promotion does not cover the cost of the additional receivers, installation hardware, or related installation costs.

Definitions:

Up-front Fee:

The customer pays \$199 to the retailer for the DishPVR 501 satellite TV system (half-price) and becomes eligible for twelve monthly credits of \$21.99. The customer can elect to purchase a second receiver and pay an additional \$99 to the retailer for a Model 2800 or \$149 to the retailer for a DishPro 301. Free installation of both one and two-receiver systems is free.

Cancellation Fee:

There is no customer Cancellation Fee for discontinuing programming services with DISH Network. However, the twelve \$21.99 credits will be forfeited if the customer disconnects or cancels their programming service at any time during the first year.

Installation Requirements:

Free basic professional installation of the eligible equipment and DISH 500 antenna.

Note: all installations **must** be completed in strict accordance with the guidelines set forth in the DISH Network Installation Manual (located on the retailer web site). Retailers who perform substandard installations that later require the intervention of DISH Network Service Corporation (DNSC) or any of its affiliates, will receive a charge back of all FPI and Flex commission payments that were previously paid on a substandard-installed account, regardless of charge back time frames.

To comply with the required guidelines of a standard or basic professional installation, all receivers in a given household must be installed with phone lines connected properly and professionally. The connectivity must be initiated in a manner that encourages continued connectivity over time.

Promotional Period:

August 1, 2001 through September 30, 2001

Retailer:

This DISH Network promotion is only available to DirecTV subscribers who have not previously subscribed to DISH Network programming. Not valid with any other offer. Each receiver and household is limited to one promotional payment or promotional offer. Customers who activate under the DISH Network FREE DISH, DISH Network Digital Home Plan, or DISH Network Big Dish Exchange programs are not eligible for the TRADE UP To DISH promotion. Retailers can verify prospects as new, first time customers by using the New Subscriber Inquiry tool located at the top of the home page on the retailer web site at <http://retailer.echostar.com>.

Retailers will be eligible for incentives on activation (with qualified programming) and installation of eligible equipment for a new DISH Network customer participating in the TRADE UP To DISH promotion as described above. Installation and activation with qualified programming must occur between August 1, 2001 and September 30, 2001. U.S. residential accounts only. Each first time activation will be verified as "new" during the specified promotional period prior to DISH Network paying any promotional payments.

Prior to installation the retailer must confirm that the prospect is a new, first-time customer by utilizing the "New Subscriber Inquiry" tool on the retailer web site. After the customer is verified as new, the retailer must ensure the customer has an original copy of a DirecTV bill or credit card statement with their name on it and it must be dated within 90 days of the date the DISH Network account will be activated. The name and address associated with bill or credit card statement **must** match the name on the DISH Network account **and** the TRADE UP To DISH Promotion Claim Form. **To create the claim online, the retailer must access the retailer web site (<http://retailer.echostar.com>) and access the online TRADE UP To DISH Promotion Claim Form.** The retailer will be required to enter the customer's name, address (including street, city, state, zip code, and county), and telephone number. The system will then generate the TRADE UP To DISH Promotion Claim Form to be printed and signed by the customer at the time of installation and activation.

At the time of activation, the retailer **must take two copies of the printed claim form to the customer's residence to be signed.** They must leave one signed claim form with the customer and take the other signed claim form with them when they leave. The retailer will then make a copy for their file before sending the one remaining original claim form to DISH Network. The retailer must maintain their copy on file so that at any time during the commitment period, they can provide a copy upon customer request.

After installation the retailer **must** query the online claim form (on the retailer web site) to enter the CA ID number (R00...) for the applicable receiver(s) that were in fact installed. The online claim form may be queried by entering the customer's phone number or the Claim ID number (located on the upper, right-hand corner of the claim form) or the customer's credit card. It is important that the retailer enters this information **after** the installation is complete, to ensure the retailer is able to install the receiver he/she originally intended for this customer. The receiver information entered on the online claim form will be automatically downloaded to DISH Network each night. Retailer must provide the customer with a copy of the fully completed claim form that has been signed by the customer.

The DISH Network TRADE UP To DISH Promotion Claim Form and Shipping Container Contents:

Simply complete and print the approved TRADE UP To DISH Claim Form in the manner described above. Customer's name and address must appear on the claim form and must match the name and address on the DISH Network account. The signature on the claim form must match the name on the account or the signature can be from a spouse with the same last name. The signature of a customer's child, relative, or friend will not be accepted. The claim form will be shipped with other required contents in the one shipping container.

Shipping container contents must include 1) all of the customer's DirecTV equipment (a minimum of one receiver, one smart card, one LNBF, and one antenna. The antenna base and mast are optional), **2) one original DirecTV bill** with the customer's name on it, dated within 90 days of the DISH Network account activation **or one original credit card statement** with the customer's name on it, dated within 90 days of the DISH Network account activation. The statement must verify DirecTV subscription and the credit card number should be blacked out, **3) a copy of the original claim form** signed by the customer, and **4) once the container is ready for shipping, the claim number must be written clearly on the top line of the shipping label:**

Mail One Shipping Container per Claim to:

DTV Bounty, Claim #:
Echostar Communications Corporation
12905 E. 39th Avenue
Denver, CO 80239

If the retailer purchases product from a distributor, the equipment, executed claim form, and DirecTV bill (or credit card Statement with the credit card number blacked out) must be sent to the distributor for processing.

RETAILER: The misrepresentation of the terms of this promotion to consumers and/or the failure to disclose material terms of this promotion to consumers may be deemed as fraud under your Retailer Agreement. Breaches and/or defaults of your obligations under these business rules may be deemed breaches and/or defaults under your Retailer Agreement.

Promotional Payments and Retailer Business Rules are subject to change at the sole discretion of DISH Network without prior notice.



Nothing Else Compares.™

November 2, 1998

Dear DISH Network Retailer:

Happy Halloween! If you listened to the Charlie Cart last Friday, two creatures greeted you in Halloween garb. Charlie and Tim, and unveiled two exciting promotion announcements. Additionally, they spoke about new programming launches, the Holiday sales promotion, and asked guest Hosts Ruben from *Wings* and Spike to the subject of "Off-Air Antenna Basics". Let's get to the two exciting promotion announcements as they both pertain to great sales tools that can be utilized in selling DISH Network!

"SMALLER DISH, SMALLER PRICES" PROMOTION

As announced on the Cart, effective November 2, 1998, DISH Network will implement the "Smaller Dish, Smaller Prices" Promotion. Once again, DISH Network offers its Retailers a tremendous sales tool to acquire new DISH Network subscribers. The highlights of the promotion are as follows:

- Enroll a *Primer* or *C-band* customer with a free receiver offer
- The *Retailer* receives up to a \$200 bounty payment
- The *Enrolled* customer receives a \$50 rebate check
- The *Enrolled* customer receives a \$40 instant!

Business rules are attached that detail the qualifications and eligibility requirements of the promotion. A bounty claim form is attached for your use or one can be obtained by visiting the *Retailer Website*. This tremendous sales tool along with the \$449 *ADSLATE* Promotion and the \$49 *Instalinks* Speeded build is "Three Legged Stew" that easily supports your sales efforts during this Fall Selling Season!

NO RATE INCREASES GUARANTEED

DISH Network today announced an industry first: DISH Network's AT&T, ATTOCOD and Premium Movie packages now include a "No Rate Increase Guarantee" through March 1, 2000. This is not a slogan! We will keep our current pricing in place until at least March 1, 2000. No cable company will make this claim, especially in light of the cable companies looking forward to their legislated price regulation being eliminated in March of 1999. This tremendous guarantee will instill confidence to the consumer and show the DISH marketplace that DISH Network is committed to deliver More Channels, More Choices, and with this guarantee, the Best Value.